What do the words in italics mean?

Some words in these conditions are printed in italics. These words have a special meaning. An explanation of these words can be found in the list of definitions at the end of these conditions.

How do you apply for legal assistance?

Do you require legal assistance for a conflict with regard to your car or might such a conflict arise? Call ARAG via telephone number (033) 434 24 70. Or 0031 26 – 400 23 45 if you are abroad. Please note: you can only apply for legal assistance with permission of the policyholder.

What changes are you always required to report?

You must report the following changes to us:

- if you move house;
- if you sell your car;
- if your car gets a foreign license plate or is abroad longer than two months.

Please note: You are required to report these changes within 14 days of their occurrence. If you fail to report a change on time, you could receive no or a lower payment in the event of damage.
**What does your car legal expenses insurance cover?**

Your insurance covers *legal assistance* in the event of a *conflict* or imminent *conflict*. The *event* that has caused a *conflict* must have been unforeseeable at the time *you* took out this insurance.

Do you have a *conflict*? The law of a country that is included on the *international motor insurance certificate* has to apply to this. Is a *conflict* submitted to the court? Then the court must have jurisdiction in one of these countries.

Please note: The cover applies unless there is a situation your insurance never covers. Therefore, do not only read what your insurance covers but also what your insurance does not cover.

Your insurance covers *legal assistance* for *you* as owner, driver or passenger of your *car* or attached trailer in case of the following *conflicts*:

- you want to receive compensation from another party who is legally liable for your *damage*;
- you have a *conflict* with a BOVAG or FOCWA or approved garage business;
- the government attaches your car;
- your driving license is collected by the government. Please note: This is not covered in *criminal proceedings*;
- *criminal proceedings* wherein you are prosecuted for criminally negligent homicide or injury. Please note: For other *criminal proceedings* against you, ARAG will compensate the costs you incurred for *legal assistance*. But only if you are acquitted, if prosecution is discontinued or if you are informed that you are not further prosecuted. *You* immediately have to report this to ARAG within a month after the irrevocable decision.

**What does your car legal expenses insurance never cover?**

Your car legal expenses insurance *NEVER* covers *legal assistance* in case of a *conflict*.

- for which *you* engaged another party for *legal assistance* without ARAG’s permission;
- due to an event that was foreseeable before the start of your insurance. Please note: *Do you demonstrate upon ARAG’s request* that the event was unforeseen? Then this exclusion does not apply;
- arisen due to or caused by an event before the commencement of your insurance or after termination of your insurance. In case of a *conflict* you *must* have to have a *conflict* in one of these countries.
- reported later than 6 months after termination of your insurance;
- that *you* report it so late that the *legal assistance* became much more expensive or difficult for ARAG. But only if ARAG demonstrates the following;
- arisen in a country that is not stated or crossed out on the *international motor insurance certificate*;
- if the *policyholder* or a *household member* is not the owner of your *car* according to the RDW;
- if national or international laws or rules prohibit this;
- which *you* were not involved in when it arose;
- in which you can obtain *legal assistance* from your liability insurer;
- in connection with a debt *you* cannot pay;
- in connection with moratorium or if *you* are in a state of bankruptcy;
- in connection with a general act of rule of the government or about tax;
- arisen because *you* drove your *car* and this is not allowed according to the law;
- due to *acts of war* or *a nuclear reaction*;
- due to *terrorism* that is not compensated by the Netherlands Reinsurance Company for Losses from Terrorism. See also nht.vereende.nl/downloads;
- on the provision of *legal assistance*, cover or premium contribution of this insurance. Please note: *Do you take this to court and you are proven right? Then ARAG will afterwards reimburse your costs*;
- due to *intent*, serious negligence or an illegal activity on your part; Please note: This does not apply if the *policyholder* demonstrates that he did not know this or if he did not want this;
- arisen due to or during paid transport of a *person* or *thing* for business purposes using your *car*. Please note: This does not apply if the *policyholder* demonstrates that he did not know or did not want this;
- during participation in a *speed race* or *off-road driving*. Please note: This does not apply if the *policyholder* demonstrates that he did not know this or if he did not want this.

Words that appear in italics are explained in the list of definitions on page 7.
What happens if you apply for legal assistance?

What will ARAG do if you apply for legal assistance?
Do you require legal assistance for a conflict? Then you always have to report this to ARAG first. ARAG will establish what happened. You give ARAG the information it needs. Sometimes ARAG will request an expert report from you in order to establish whether there is a conflict. Does the report demonstrate this? Then ARAG will compensate the costs of the report.

Please note: Are there more interested parties in a conflict? Then ARAG will only compensate your part in the total costs. Whether the other interested parties participate in the action is not relevant here.

How does ARAG determine whether legal assistance for a conflict is covered?
In order to determine whether legal assistance is covered for a conflict ARAG uses these conditions, your policy and the information it received. Has the required information been received? Then ARAG will be in contact within 2 working days.

Please note: Do you behave in a way that is threatening or insulting to the other party, ARAG or us? Or do you not cooperate in the assessment or handling of a conflict? Then ARAG may refuse or discontinue the legal assistance in case of a conflict or mediation.

How will you receive legal assistance in case of a covered conflict?
ARAG’s lawyers will handle the legal assistance for you. In two situation you can choose a qualified expert or lawyer yourself after ARAG’s permission. ARAG will engage these lawyers. This is allowed in legal or administrative proceedings. This is also allowed if the counter party is entitled to ARAG’s legal assistance. Per conflict ARAG engages a qualified lawyer or expert no more than once. After that, you will no longer receive any legal assistance from ARAG for this conflict. In this context, you will keep ARAG informed of the progress. You will do this by authorizing the lawyer or other legal specialist to inform ARAG about the progress.

Does ARAG believe that a report of an expert is required when handling your conflict? Then ARAG will arrange and pay for this itself. Do you not agree with this report? Then you can have a report drawn up yourself. Does ARAG use your report? Then ARAG will compensate the costs hereof.

Which costs does ARAG reimburse in case of a covered conflict?
In case of a covered conflict, ARAG reimburses the following costs:

- all costs of ARAG’s legal specialists;
- normal and reasonable costs of a lawyer or other legal specialist. Please note: this does not include an additional reimbursement in the event of success.

In addition to your costs of legal assistance ARAG also reimburses other costs. But only if you consult with ARAG before you incur these costs. And if ARAG agrees. This concerns exclusively the following costs:

- court fee and the costs of witnesses or experts who are summoned on your behalf;
- the legal costs of the other party which you are ordered to pay by the court;
- damage due to a traffic accident up to a maximum of € 650. But only if the person responsible is not financially able to pay for this;
- necessary travel and accommodation costs because you must appear before a foreign court;
- your share of the costs of mediation;
- costs to ensure enforcement of a court decision. This applies to a maximum of five years after the irrevocable decision;
- costs of a security deposit up to a maximum of € 50,000. For which ARAG will make separate arrangements with you.

Please note: Does the policy provide a maximum insured sum for legal assistance? Then ARAG reimburses no more than that sum. Do the costs of your legal assistance exceed those of your damage or financial disadvantage? Then ARAG may compensate this damage and you will no longer receive legal assistance for this.
What happens if you do not agree with the approach of your conflict?

ARAG or the lawyer discusses the approach and the desired result with you. In that context, the following applies:

Do you not agree with the legal action ARAG wishes to take? Then ARAG will engage an independent legal expert to assess this on the basis of the information then provided. ARAG will pay the costs thereof. In this context, the following outcomes are possible:

- you are found to be in the right. Then ARAG will further handle this in accordance with the advice of the independent expert. Does ARAG engage a lawyer for this? Then you may choose this lawyer. Please note: This may not be the independent expert or his/her colleague;
- you are found to be in the wrong. Then the approach remains as proposed. Do you not agree with this? Then you can continue at your own expense. Do you achieve the desired result? Then ARAG reimburses your costs up to the applicable maximum insured sum.

Do you not agree with the legal action the lawyer or other legal specialist wishes to take? Then you can continue at your own expense. Do you achieve the desired result with this? Then ARAG reimburses your costs up to the applicable maximum insured sum.
What other agreements are there?

When does your insurance start?
The insurance commences on the starting date. The starting date is on the policy.

In which situations can we change your insurance?
We may always change the conditions or premium of your insurance on the revision date. We can also change your insurance at other moments:

- Has the policyholder reported a change in the risk? Or are the details on the policy incorrect? Then we may change the premium or the conditions.
- Do we want to change the insurance for a specific group of insurances or policyholders at the same time? Then we may change the premium, conditions or discounts on a date that we choose.

Do you not agree to a change? The policyholder can then end the insurance. The insurance will then end on the date of change. If the policyholder does not terminate the insurance? Then he accept the change.

When does your insurance change?
The insurance will be changed on the date of change. The date of change is in the changed policy. The policy that we have issued previously expires as of the change date.

When can your insurance be ended by you?
You can terminate your insurance at any time without stating reasons.

When does your insurance end automatically?
Your insurance always ends automatically when:

- you no longer reside in the Netherlands;
- your car is registered under a foreign registration number;
- we have paid you a damage reimbursement for the total loss of your car.

When can your insurance be ended by us?
Your insurance can be terminated by us on the revision date. The revision date is on the policy. We must give notice of the termination of the insurance 60 days before the termination date.

We are also allowed to terminate your insurance in the following situations:

- within 30 days after damage has been reported, rejected or paid out;
- if an insured person provides incorrect information, or commits fraud or deception;
- changes which you must report;
- when the ABN AMRO bank account, connected to this insurance, is terminated;
- when you do not pay the premium despite a warning.

When and how does the policyholder pay the premium?
The policyholder pays the premium around the 1st of every month. This date is called the premium due date. The insurance premium, costs and insurance tax will be automatically deducted from your account. If this fails or we do not receive any premium? Then we will send the policyholder a warning. And if the policyholder still does not pay? Then cover automatically lapses 15 days after we have sent the policyholder a warning. And the insurance ends.

Transfer or time-barring
In the event of damage you cannot transfer any objects to us. Claims will be time-barred 3 years after a payout has been made. Or 3 years after the damage arose and you did not report it to us.
Complaints
If you are not satisfied with this insurance or our service, you can file a complaint with us. For more information on how to report a complaint to us, please go to abnamro.nl/klacht. If you are not satisfied with the outcome, you can submit this to the independent Klachteninstituut Financiële Dienstverlening (KiFiD) [Financial Services Complaints Tribunal], P.O. Box 93257, 2509 AG The Hague or via kifid.nl. You may also submit the complaint to a court in the Netherlands.

Protection of privacy and electronic recording
We are bound by the “gedragscode Verwerking Persoonsgegevens Financiële Instellingen” [Code of Conduct for the Processing of Personal Details by Financial Institutions]. This code of conduct can be found on verzekerars.nl if you search for ‘gedragscode’ (code of conduct).

Do we communicate with each other electronically? For example, via the Internet, email or telephone. Then we can record this communication electronically. As proof or to improve the service.

How do we protect you and ourselves against intentionally incorrect information, deception or misleading information?
We presume that we will be informed correctly and completely. If there is a suspicion of intentionally incorrect information, deception or misleading information we can carry out an investigation. We do that in accordance with guidelines of the Verbond van Verzekeraars. Because we work together with Nationale Nederlanden, we also follow their guidelines. You can find more information about this on abnamro.nl/kkv.

After carrying out an investigation we will make a decision. For example, to immediately terminate the insurance or not to make a payout. We may also terminate other insurances you have taken out with us. In addition we can decide to demand repayment of payouts and seek recovery of the investigation costs. We can also report the matter to the police. All these measures are to ensure that you do not pay unnecessary premium because others do not handle their insurance properly.

Sanctions regulations
Sometimes, national and international (sanctions) rules may forbid us to conclude an insurance agreement with you. The insurance does not come into being if you or another interested party is on a national or international sanctions list. As we check this retrospectively, a ‘condition subsequent’ applies. The condition subsequent is: “The agreement will only be concluded if it does not appear from testing that it is prohibited, on the basis of sanctions rules, to provide financial services for or on behalf of: policyholder; insured parties, co-insured parties and other (legal) persons who could benefit from the existence of the agreement; representatives and authorised representatives of the policyholder’s company; ultimately beneficial owners of the policyholder’s company”.

Dutch law
This insurance is governed by Dutch law. Does a dispute result in a dispute before a court? Then, the dispute is submitted to a court in the Netherlands.
## List of definitions

<table>
<thead>
<tr>
<th>Definition</th>
<th>Explanation</th>
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| Acts of war                 | Is organised violence as described in the Dutch Financial Services Supervision Act. We adhere to this description. To summarise, there are acts of war in the event of organised violence:  
  ◮ of a country, state or militant organisation which engages in war with military weapons;  
  ◮ of an armed peace-keeping mission of the United Nations;  
  ◮ of a population group or a large group of citizens who are engaged in a civil war;  
  ◮ of a group or movement which rebels or riots against the government;  
  ◮ of group members which mutiny against a ruling authority;  
  ◮ of activists resulting in domestic unrest at various locations.                                                                                               |
| Another party               | Is a party other than you.                                                                                                                                                                                  |
| ARAG                        | Is ARAG SE with its registered office in Düsseldorf (Germany) and with its registered office in the Netherlands at Kastanjelaan 2, 3833 AN Leusden.                                                              |
| Car                         | Is the car of which the registration number is on the policy. Or a replacement car with Dutch number plates while your car is being repaired. Car also includes accessories.                                           |
| Conflict                    | Is a legal dispute or an imminent legal dispute.                                                                                                                                                           |
| Criminal proceedings        | Are proceedings regarding something that is prohibited by criminal law.                                                                                                                                    |
| Damage                      | Is material damage to or loss of a thing.                                                                                                                                                                 |
| Event                       | Is an incident. We deem several incidents which have the same cause one event.                                                                                                                             |
| Household member            | Is a person with whom the policyholder cohabits on a long-term basis and as a family.                                                                                                                     |
| Intent                      | Is negligence that can be attributed to you.                                                                                                                                                               |
| International motor insurance certificate | Is the International motor insurance certificate for your car.                                                                                                                                          |
| Legal assistance            | Is legal advice.                                                                                                                                                                                           |
| Nationale Nederlanden       | Is NN Group N.V. of which we are part.                                                                                                                                                                    |
| Nuclear reaction            | Is a nuclear reaction whereby energy is released such as nuclear fusion, nuclear fission or radioactivity.                                                                                                 |
| Occupant                    | Is all persons in your car or all persons getting in or off your car. An occupant is also someone who exits your car and stays near to your car in the event that your car breaks down en route. |
| Off-road driving            | Is the unnecessary use of your car on terrain that is not intended for cars.                                                                                                                                |
| Policyholder                | Is the person who took out the insurance and who must ensure that the premium is paid.                                                                                                                      |
| RDW                         | Is the National Vehicle and Driving Licence Registration Authority.                                                                                                                                       |
| Security deposit            | Is an amount you must provide to a foreign government as security. The amount is intended as a guarantee for compensation of the damage.                                                                  |
| Tax                         | Is all kinds of taxes, import duties, excise duties, charges, fees and other levies.                                                                                                                      |
| Terrorism                   | Is violent behaviour in the form of an attack or malicious contamination. And is intended to realise political, religious or ideological goals. A document has been prepared on the reinsurance of terrorism. Said document sets out what is insured. The document is called ‘protocol afwikkeling claims’ [Claims Handling Protocol]. The document can be found on nhz.verenende.nl/downloads. |
| Thing                       | Is a tangible object as described in the Dutch Civil Code.                                                                                                                                                  |
| Total loss                  | Is the situation in which it is technically no longer possible to repair your car.                                                                                                                         |
| Trailer                     | Is a caravan or other trailer that is towed to your car. Or that has become disconnected from your car and has not yet come safely to a standstill outside traffic.                                              |
| Usual call charges          | Are your usual call charges without surcharge. These charges are set by your telephone provider.                                                                                                          |
| Verbond van Verzekeraars    | Is Dutch Association of Insurers is an association representing the interests of insurers. See also verzekeraars.nl.                                                                                            |
| We                          | Is ABN AMRO Schadeverzekering N.V.                                                                                                                                                                             |
| You                         | Is:  
  ◮ the policyholder;  
  ◮ the owner of your car;  
  ◮ a passenger of your car;  
  ◆ the driver of your car who is allowed to drive the car by the policyholder;  
  ◆ a surviving relative of a deceased occupant. However, only for legal assistance with compensation of damages due to the decease of the policyholder or the co-insured. |